

Design Contract Tips from Shillington Graduate Lindsey Mineff

Welcome our newest graduate guest author! Lindsey Mineff, director of Hardcopy Cartel, a small design studio specialising in branding. She is passionate about normalising the mental health discussion, which is why she also creates Greeting Cards for Situations that Suck.

Introduction

As promised, I'm going to give you—the client—some tips on what to look for when you're signing up with a designer, specifically focusing on the contract.

Rule number one: HAVE A CONTRACT. I can't emphasize this enough. It doesn't matter if they're friends, families, or weekend lovers, whoever they are, contract it up. And beware of things like "Per my T&C's which can be found on my website." It's DEFINITELY worth the 30 seconds it takes to dig your computer out of your bag and have a look.

Real talk; my mum is my client. She and I have a contract that I've formally written up like I would any other client.

I should also mention my dad's a lawyer, so the idea of contracts, signing them, and reading them are in my blood.

Now, what to look for in your design contract. I want to preface this with I AM NOT A LAWYER. These are just things that are in MY contract, that I know are important for both parties to be aware of, but in this instance I'm thinking from the client's POV. I'm helping you C.Y.A. (Cover Your A*s)

1. Project Schedule

There should be a schedule on who's doing what and when. When you, the client, need to get documents or information to the designer and visa versa. Keep in mind that schedules are usually a loose outline to keep everyone on track, but don't be surprised if it's not followed to the letter. HOWEVER, if the designer is a day or two behind at no fault of your own, it's more than fair to refer back to it and say *"Hey, we agreed to this. Has it changed? What can we do to get back on track?"*

2. Project Inclusions

You want what you're actually getting from the designer in writing, so there's no surprises. Not just the deliverables, but any extras you may want listed; such as the amount of changes you're allowed, or licensing/ownership rights (more on that later). When you're expecting a huge juicy burger with chips and Coke, you don't want to be getting two buns with some wimpy lettuce in the middle.

3. Payment

How much you're paying and what the payment plan is **MUST** be in writing. Payment plans can vary based on the total cost of the project. Note: if your designer isn't asking for payment before the project starts, it's not very smart on their part, but it's not unheard of. However, do expect to pay **SOMETHING** up front. Even if you end up not using the work, the designer still put the time in. You wouldn't go to a restaurant and refuse to pay even if you didn't like the food. **PAYING FAIRLY**...it's the **RIGHT** thing to do! (Said in advertiser's voice)

4. Changes to the Scope of Work

If you're not too keen on what your designer has done, but you know you can work through it, this might be out of the scope of work. Instead of 3 minor changes you may have 25 revisions. Rather than going in blind and finding out at the end that you now owe your left arm, refer to the contract before you start the process.

If you really need to see what the bear in the logo looks like with a moustache and a hat on, find out ahead of time what it's going to cost you.

5. Ownership

This is the reason I thought to make this list at all. At the WeTeachMe MasterSeries a few weeks ago, two lawyers (*Brian Goldberg* and *Ronen Heine*) gave their insights on a number of lawyery things, and the one that interested me most was ownership of design. Often clients think they own your artwork just because they paid for it, but that's not really how it works. These guys can tell you more about it in detail, but this is really important to look at. It can often cost more to

own the work outright. My contracts give the client full LICENSE to use the work, but they don't own it. This would really only affect a client if they plan to sell the business later.

Imagine you own the quaint little pie shop, *The Real Slice*. You've been open three years and business is BOOMING! It's in *Pie Weekly*, it's on *America's top 100 Pie Places* and Ellen just said that it's one of her FAVOURITE THINGS!!! So, Mark Zuckerberg's all like "Hey, love your pie so much I want to BUY ALLL OF YOUR PIES AND THEIR LIKENESS FOR \$2.5 MILLION DOLLARS!" If you love money more than you love your pie shop, you're going to throw that rolling pin down and grab the kid's because you're moving to Disney World!! BUT...before you put on your Mickey ears, there's a problem. You didn't look at your design contract until just now and damn... you DO NOT own those designs. Guess how much that designer's charge for the full rights, knowing how well you're doing...

The odds of all that aren't very likely, and if you're like most business owners, your business is priceless to you, so best save yourself the money and just leave it at a license agreement that sounds fair to you. But if it's a company that you MIGHT sell off, good to bring it up with the designer now rather than later.

6. Files Supplied

This is something I only recently added to my contract, because for whatever reason in the last few months I've been asked about it a lot. It's often ignored in contracts because the designer is assuming the client would only want basic files. Why would you want a file you can't open? I'm talking about design files (IE – Illustrator, Photoshop and InDesign files) The answer is often that they're going to take the design files to another designer, which can feel like dirty business all around. If someone gave me design files from

another designer it wouldn't sit well with me. It would feel like cheating and would make me question what happened to the previous designer.

However, there are exceptions to this. Sometimes a design file is needed for non-screw-you reasons. In those cases, a designer is more likely to give them without charge, OR if they're a long-time client they trust. Each designer will have their own rules, but you should check first so you're clear on what you're getting.

Design files are the designer's intellectual property. They're laid out in a way that is unique to that designer. Asking for a design file is like asking a chef for their recipe, they're not going to just give it away. Expect to pay extra for them.

Conclusion

Hopefully the next time you're signing on with a designer, this will help you know what to look for and ask for. Neither side want bad blood because of a silly oversight, and neither side wants to give the F-U to the other. So, sign wisely and read thoroughly, all you clients out there.

Huge thanks to Lindsey! This article was originally published at Hardcopy Cartel.

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